



REQUEST FOR PROPOSALS

August 11, 2016

(A16-0800)

1. Introduction

1.1. Project Vision

This Request for Proposal (“RFP”) has been issued in order to receive proposals from qualified high technology companies who are willing and able to design, build, finance, operate, manage, and maintain a wireless and fiber optic network that will provide high-speed broadband services to the businesses, residents, and visitors within the Alberta Digital District (“the District”, or “the Digital District”) – a select portion of the Alberta community within the City of Tuscaloosa (the “City”) , see Figure 1 for project location.

It is the Mayor of Tuscaloosa’s vision to strengthen and improve the available informational technology resources in the City of Tuscaloosa by creating a digital district that will foster internet connectivity and will deliver the most reliable and fastest internet access services possible at competitive prices for all business, residents, and visitors. Digital districts will serve the following core beliefs of the Maddox administration:

- Western Tuscaloosa and other parts of our City who have not benefited from the economic prosperity of Tuscaloosa will again thrive both residentially and commercially.
- Comprehensive Planning will be essential to preserving our neighborhoods, promoting economic development and ensuring a high quality of life.
- All Citizens will be safe in all areas of our City. If trouble arises, whether crime, fire or an act of nature, our response will be swift and effective.

The Alberta Digital District will serve those core beliefs by providing:

- World-class, broadband internet services available to all residents and businesses in the District at reasonable prices.
- A competitive advantage for attracting businesses and residents to the District and the Alberta area in general.
- Promotion of commercial and residential growth and stimulate economic development in the Alberta area.
- Improvement in city services and public safety communications, awareness and responsiveness.

1.2. Goals and Objectives

In issuing this RFP, the City of Tuscaloosa is looking for qualified high technology companies to make detailed proposals relating to the design, construction, financing, operation, management, and maintenance of the Alberta Digital District in a manner that is consistent with the following goals and objectives:

Universal Access: All businesses, residents, and other governmental and non-profit institutions in the Alberta Digital District should have access to world-class, high-speed internet services.

Affordability: The services provided to the District shall be priced at a level that creates cost savings and competitive services for the City of Tuscaloosa and is affordable to The District's end users. Wi-Fi shall include a fast, reliable public access tier.

No New Taxes or Assessments: The Alberta Digital District will not be funded by any new taxes or special assessments.

A successful Respondent should describe their plan for (i) design, construction, and installation of the wireless and fiber optic network and related improvements based upon the timetables and requirements set forth in this RFP; (ii) any financing plans or other financing arrangements; (iii) the operation, management, and maintenance of the District, including a description of the type, quality, and costs of broadband services to be provided for residential and business customers; and (iv) the terms and conditions for the leasing of any portions of the fiber optic network to internet service providers or other end users. It is Respondent's obligation to ensure that all proposals are in compliance with all applicable federal, state, and local laws, rules, and regulations.

1.3. Description of Proposed Wireless and Fiber Optic Network.

The proposed Alberta Digital District will include carrier grade Wi-Fi access with coverage throughout the District, a fiber optic network to make one gigabit symmetrical internet service available to each and every parcel of property within the District, a security camera network, and provisions to enable future network capacity and technological innovations.

Wireless access point and camera locations will require installation of poles. Pole shall be furnished by the City of Tuscaloosa and installed by the successful Respondent. Each pole shall be provisioned for all devices outlined below, in terms of structural design and networking requirements.

The proposed wireless network should be installed and operational within one year from the effective date of any contract that may be negotiated with any Respondent(s). Moreover, all portions of the fiber optic network required to support the fixed wireless base stations that feed the Wi-Fi infrastructure, all connections to the Internet, and all management and support relating thereto, should be operational within one year. Respondents shall provide a timeline for implementation of all features, which will be subject to scoring per Section 2 herein.

1.3.1. Fiber Optic Network

The fiber optic network shall be used to provide internet and other associated services, provide connectivity for City services such as security cameras, and provide future capacity for the City. Any fiber optic installation along the routes as noted on Figure 2 shall include a dedicated 144 strand cable for City use. Other uses of the fiber optic network by the operator are not prohibited, but shall be described in the Respondent's proposal. Due to environmental reviews required by potential funding sources, it is anticipated that the fiber optic network will be installed above ground.

1.3.2. Wi-Fi

Public Wi-Fi shall be available throughout the district, with 100% coverage within 300 feet of any public road, along City Walk, and within Jaycee Park. Coverage requirement stops at the face of any building or structure. The public component shall not require any sign-in, captive portal, or other similar restrictions to access. Respondent shall describe any other types of proposed Wi-Fi services as part of their response.

The wireless network will use outdoor infrastructure that is located within the rights-of-way and properties owned by the City of Tuscaloosa. Poles with power, conduits, and fiber network connectivity are available along City Walk, subject to coordination with the City. See Figure 2 for general location of City Walk poles. Any attachment to third-party poles or other appurtenances is entirely the responsibility of the successful Respondent.

1.3.3. Security Cameras

Respondent shall make provisions at each wireless access point installation, and specifically at the locations noted on Figure 2, to mount and install up to two IP-based, Power over Ethernet security cameras. These cameras will be provided by the City of Tuscaloosa. Installation and IP transport to a point of demarcation shall be the Respondent's responsibility. The City-owned fiber circuits along City Walk and switching equipment located at the Gateway (see Figure 2) shall be made generally available for this purpose.

The map in Figure 2 depicts the location of required security cameras, and is provided for informational purposes only. The Respondent shall coordinate final camera pole locations with the City.

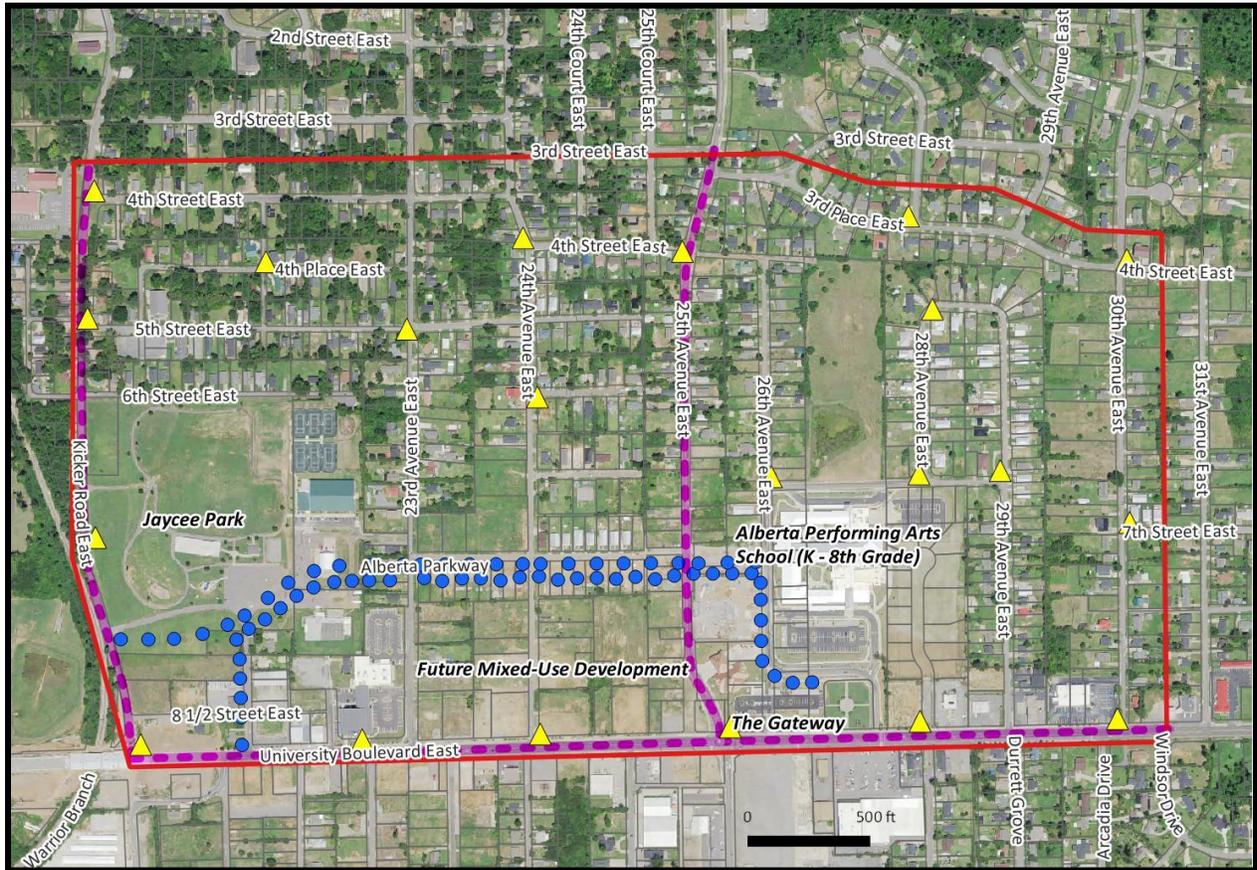
1.3.4. Internet of Things (Future Use)

Respondent shall make provisions at each wireless access point and/or camera installation for up to two Power over Ethernet devices. These devices are not a part of this RFP, but may include sensors or other devices such as temperature, CO2, or ambient light sensors. Installation of the required POE switches and IP transport to a point of demarcation shall be the Respondent's responsibility. The City-owned fiber circuits along City Walk and switching equipment located at the Gateway (see Figure 2) shall be made generally available for this purpose.

Figure 1 – Project Vicinity Map



Figure 2 – Project Overview



Legend

- Digital District Boundary
- ▲ Proposed Camera
- Dedicated City Fiber
- CityWalk Pole

2. GENERAL INSTRUCTIONS AND SCHEDULE OF EVENTS

2.1. Invitation

The City of Tuscaloosa hereby invites Respondents to submit written proposals for the development of the Alberta Digital District set forth in this RFP. Proposals are solicited in accordance with the terms, conditions and instructions set forth in this RFP. In addition to any terms and conditions set forth herein, the RFP shall be deemed to include any Addendum issued after the issuance of this RFP and any other additional information posted on the City's "Bid" website, <http://www.tuscaloosa.com/e-services/bids> and shall be titled RFP – Digital District. All Respondents shall be deemed to have notice of any Addendum and other information posted on the City's RFP website <http://www.tuscaloosa.com/e-services/bids>.

The City is issuing this Request for Proposals in order to receive proposals from Respondents who are willing and able to provide services in accordance with the requirements of this RFP and who are willing to work with the City towards the negotiation of one or more agreements that are consistent with the vision, objectives, policies, and requirements of this RFP. Any proposed contracts or agreements with the City of Tuscaloosa are subject to the review and approval of the Office of the City Attorney and of the Tuscaloosa City Council and must comply with Alabama state law.

The City of Tuscaloosa reserves the right to reject any and all Proposals, at any time and for any reason, and to reject any proposals that do not meet the qualifications outlined in the RFP or any addenda to the RFP. The City further reserves the right to reject all proposals if the City determines, following consideration of the proposals received, that it does not intend to award any contracts at this time.

Failure to follow the instructions detailed in the RFP may disqualify your proposal, but the City reserves the right to waive any informalities or irregularities in the RFP process or in any proposal.

The City shall not be responsible or liable for any costs incurred by any Respondent in preparing and submitting its Proposal or otherwise incurred in connection with any related undertaking by any recipient of this RFP.

2.2. Submittal Procedures

2.2.1. Registration

Any potential Respondent shall register at the City’s RFP website, and provide all of the contact information requested during the registration process. It is the responsibility of the Respondent to ensure that the City of Tuscaloosa has been provided with the correct contact information and any updates that may arise during the RFP solicitation and negotiation process.

2.2.2. Pre-Proposal Schedule of Events and Deadlines

A mandatory pre-proposal meeting will take place on August 25, 2016 at 10:00 AM (CST) at City of Tuscaloosa Council Chambers.

Respondents may submit any questions concerning the RFP as setout below.

A chart that sets forth the RFP schedule of key events and deadlines is set forth below:

VENT	DATE	TIME
RFP Issued	August 11,, 2016	
Mandatory Pre-Proposal Meeting	August 25, 2016	10:00 AM(CST)
Questions from Respondent Due	September 1, 2016	5:00 PM (CST)
Answers from City Due	September 8, 2016	5:00 PM (CST)
Proposals from Respondent Due	September 14, 2016	5:00 PM (CST)

2.2.3. Deadline for Electronic Submission of Proposals

On or before September 14, 2016, Respondent shall deliver any proposals, along with all materials and other items supporting any proposals, to the City of Tuscaloosa, Office of the City Attorney, Attn: Grant H. Wilson, 2201 University Boulevard, Tuscaloosa, Alabama 35401. Envelope should be marked as “Digital District RFP Response.” If utilizing the US Mail service or other mail delivery services, it will be the Respondent’s responsibility to ensure that the proposal is delivered prior to the due date and time. Any late deliveries will be disqualified.

2.2.4. Format Guidelines for Proposals

Proposals shall not exceed 15 pages in length, 12-point font, Times New Roman or Arial. Front and back shall be considered 2 pages. All proposals shall be submitted in 8½" X 11" paper size. Each proposal shall be prepared simply and economically, providing straight forward, concise delineation of the firm's capabilities to satisfy the RFP requirements. **Fancy binding and color displays other than those necessary are highly discouraged.**

2.3. Communications with City of Tuscaloosa.

All questions and requests for additional information must be submitted in writing to the City of Tuscaloosa via email to ccrocker@Tuscaloosa.com . It will be the responsibility of the sender to ensure that receipt is made of such questions. Questions will not be collected or answered by any other means, including telephone. Questions received from all Respondents will be answered and forwarded by email to all registered attendees of the Mandatory Pre-Proposal meeting. A Respondent that deviates from any of these restrictions may be subject to disqualification from the RFP process.

2.4. Addenda & Modifications

If it becomes necessary to change the RFP or the RFP process and/or to clarify, interpret, or expand upon any part of this RFP, a notification will be sent to all registered attendees of the Mandatory Pre-Proposal meeting and the RFP will be updated on the City's website. The City of Tuscaloosa does not assume responsibility for the receipt or delivery of any notices or addenda. All Respondents shall be deemed to have notice of any and all information posted on the City's website.

The Addendum to this RFP may include, but will not be limited to, the following:

1. Responses to questions and requests for clarification sent to the City in accordance with the requirements of Section 2.3 herein.
2. Responses to questions and requests for clarification raised by the deadline for submission of questions.
3. Responses to questions and requests raised at the Respondents' Meetings.
4. Contracts for the design and construction of the wireless and fiber optic network and for the operation and maintenance of the broadband utility.

All addenda, amendments, clarifications, and interpretations to this RFP shall be in writing and shall be posted on the City's RFP website. Any clarification, amendment, or interpretation of this RFP that is not in writing is not legally binding and should not be relied upon in responding to this RFP. Any information that may have been received before or after receipt of this RFP from any officers, employees, attorneys, agents, consultants, or representatives of the City of Tuscaloosa, and any information that may have been read in any news media or seen or heard in any communication facility regarding this RFP should not be relied upon in preparing responses.

2.5. Examination of Documents and Requirements

Each Respondent will carefully examine all RFP documents and addenda and thoroughly familiarize themselves with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP. Before submitting a proposal, each Respondent will be responsible for making all investigations and examinations necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations will not relieve the Respondent from the obligation to comply with the requirements of the RFP.

2.6. Evaluation and Selection Process

2.6.1. Proposal Evaluation

After all proposals have been submitted under Section 2.2 of this RFP, the City of Tuscaloosa ("City") shall review all Proposals submitted based upon the evaluation criteria set forth in Section 2.6.2 of this RFP. In undertaking its review, the City may seek assistance from outside consultants, accountants, attorneys, engineers, or other third parties.

The evaluation process will include verification of performance contracting references, verification of project team resumes, confirmation of financial information, and may also include site visits or other information as directed by the City of Tuscaloosa Chief Information Director, Chuck Crocker.

During the evaluation process, the City may elect to conduct interviews with one or more of the Respondents. The option of whether or not to conduct interviews rests solely with the City, and the City shall not be responsible for any expenses incurred by Respondents as a result of any request for an interview.

2.6.2. Evaluation Criteria

The City will review Respondent's Proposal based upon the following criteria:

	Criteria	Maximum Point Value
1.	Value to City & Customers	25
2.	Professional and Technical Competence	15
3.	Deployment Strategy and Plan	20
4.	Financial Capability	5
5.	Locally-Based Operations	5
6.	Compliance with RFP's Requirements, etc.	5
7.	Level of Creativity and Innovation	10
8.	Absence of Conflicts of Interest	5
9.	Price	10
		Total: 100

A description of the foregoing criteria is set forth more fully below.

1. Value to the City and Customers

The City will evaluate this factor based upon the proposed amount and type of benefits and the proposed rates and terms for municipal usage of the network, as demonstrated in response to the requirements defined in this RFP. In so doing, the City will consider the following:

- (a) The financial benefits to the City of Tuscaloosa and its businesses, residents, and visitors.
- (b) Any other in-kind benefits to the City of Tuscaloosa, such as free or reduced accounts, and/or the provision of a public safety network.
- (c) A competitive and reasonable broadband rate structure available for customers and users of Alberta Digital District wireless and fiber optic network.
- (d) The type, diversity, and quality of the broadband services available to Alberta Digital District customers.

- (e) A competitive and mutually beneficial plan for the leasing of fiber to internet service providers or other businesses based on an open-network model.
- (f) Any other beneficial local economic impact, including the number of jobs created in the City of Tuscaloosa.

2. Professional and Technical Competence

The City will review all Proposals to determine whether all aspects of each Proposal can be reasonably implemented by the Respondent and the Respondent's Team. The City will consider the ability of the Respondent and Respondent's Team to provide the services described in the RFP, including the capacity to achieve the project goals, objectives, and scope of services described in this RFP. Among other things, the City shall consider the following factors:

- (a) Respondent's professional qualifications and the specialized experience of Respondent and Respondent's Team for wireless and/or fiber infrastructure projects of similar scope and magnitude;
- (b) The past and current performance of the Respondent (and Respondent's team members) on other contracts in terms of quality of services and compliance with performance schedules.

In this regard, the City may solicit additional information about the Respondent's record of performance from current and/or previous clients or other sources.

3. Deployment Strategy and Plan

The City will grade the Respondent on the timeliness, reasonableness, and feasibility of the proposed deployment plan, and the Respondent's approach to ensuring adequate coverage to the requested area. Other determining factors may include the quality, comprehensiveness, and adequacy of the proposed approach to developing and implementing the deployment strategy. The City will review each proposal for the Respondent's understanding of the objectives of the services and how these objectives may be best accomplished. Each Respondent will be evaluated on its overall strategy, methodology, timetable, and approach to meeting the City's requirements.

4. Financial Capability

The City will consider the financial condition of Respondent and the Respondent's Team, and the financial viability of any plans or strategies to finance any part of the design, construction, operation, management, and maintenance the wireless and fiber optic network. Respondent should demonstrate that they have sufficient financial support or adequate capital to initiate and complete all obligations of the Respondent under the Proposal. Successful proposals must show adequate resources to complete all such obligations within the proposed timeframes.

5. Locally-Based Operations

The City will consider Respondent's staffing plans, including local availability and proximity of Respondent's key personnel to the City of Tuscaloosa, and whether Respondent intends to base its customer service, billing, maintenance, or other operations in the City of Tuscaloosa. Locally-based operations are preferred.

6. Compliance with RFP's Requirements and Other Laws, Ordinances, and Statutes

The City will consider the degree to which proposals are compliant with the Requirements of this RFP, and Respondent's compliance with all other laws, ordinances, and statutes governing the Project. All proposals should comply with the requirements of federal and state law, including all applicable federal and state laws relating to the following:

- (a) All applicable federal and state wage and hour laws.
- (b) All applicable federal and state laws relating to workers' compensation, unemployment compensation, and taxation.
- (c) All federal and state prohibiting discrimination in employment.
- (d) All applicable health and safety laws and regulations.
- (e) All applicable environmental laws and regulations.

As part of designing, creating, and/or building any required infrastructure and/or installing any materials and/or required items, the Selected Respondent will bear the full risk of site and local conditions (including unusual and/or unexpected conditions and Ordinances) at locations where any work is to be performed.

7. Level of Creativity and Innovation

The City will consider the degree of creativity and innovation in the Respondent's Proposal. The City of Tuscaloosa always strives to deploy the best solutions for City's infrastructure needs. We are seeking innovative technical solutions for deploying the networks and innovative business relationships with the private partners. Respondents will be evaluated on the level of creativity and innovation of their technical and business proposals.

8. Conflicts of Interest

The City will consider any information regarding Respondent, including information contained in the Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the procurement process.

9. Price

Submit a proposed hourly-rate schedule to perform the described Scope of Work, as well as any applicable rates for sub-consultants, and discuss your firm's proposed approach to completing the needed services in the most cost-effective manner practicable.

2.6.3. Contract Negotiations

Once the initial evaluation process has been completed, the City may elect to initiate contract negotiations with one or more of the preferred Respondents. The option of whether or not to initiate contract negotiations with one or more of the Respondent rests solely with the City. If the City elects to initiate contract negotiations with any Respondent, such negotiations can involve changes in the City's requirements or the Respondent's Proposal, which could, by their nature, affect the basis of selection. The Respondent shall remain solely responsible for all expenses incurred during any contract negotiations.

At any time and for any reason, the City may elect to terminate discussions or negotiations with any Respondent, while continuing discussions or negotiations with other Respondents, or to conclude discussions or negotiations with all Respondents. Moreover, during the negotiation process, the City reserves the right, at any time and from time to time, to:

1. Request clarification or additional information from any Respondent.
2. Waive immaterial defects or minor irregularities in responses.
3. Modify, remove, or add requirements to the RFP and suspend or re-open the RFP process.
4. Separate services and consider proposals by different Respondents.

5. Terminate negotiations and cancel all further proceedings.

If any agreements or contracts have been negotiated with one or more successful Respondents, the Mayor will then submit the proposed contracts or agreements to the Tuscaloosa City Council for review and approval. The terms and conditions of any agreements or contracts that may be negotiated with any Respondent(s) are subject to the review and approval of the Office of the City Attorney and the Tuscaloosa City Council, which shall make the final decision, in its sole and absolute discretion, on whether to enter into any contracts or agreements and with respect to the terms and conditions of any contracts or agreements. The Tuscaloosa City Council shall have the right to reject any proposal or contract at any time and for any reason, and to reject any proposal or contract, in whole or in part, at any time and for any reason, and/or to modify or amend any contracts or agreements that may be negotiated with any Respondent(s).

2.7. Additional Terms, Conditions, Limitations and Exceptions

A. This RFP does not commit or bind the City of Tuscaloosa to award or enter into any contracts or agreements, issue any purchase orders, or to pay any costs incurred in the preparation or submission of any bids or proposals in response to this RFP. The City of Tuscaloosa reserves the right to terminate this RFP solicitation at any stage if determined to be in the best interests of the City. The receipt of proposals or other documents will in no way obligate the City of Tuscaloosa to enter into any contracts or agreements of any kind with any party.

B. The City of Tuscaloosa shall not be responsible for any costs or damages incurred by Respondents, member(s), partners, subcontractors, or other interested parties in connection with the RFP process, including but not limited to costs associated with preparing the Proposal and/or of participating in any site visits, oral presentations, negotiations, or any other costs incurred by Respondent related to the development and submission of the information requested by this RFP. By submitting materials to the City of Tuscaloosa in response to this RFP, Respondent agrees that any cost incurred in responding to this RFP, or in support of the activities associated with this RFP, any response whether or not resulting in a Proposal, and any efforts of the Respondent, whether or not at the request of the City of Tuscaloosa, in connection with these transactions contemplated by this RFP, shall be borne solely by the Respondent and cannot be billed to City of Tuscaloosa.

C. All materials submitted in response to this RFP will, upon receipt, become the sole property of the City of Tuscaloosa and may become part of any contract(s) relating to this RFP, regardless of whether submitted by the contracting party.

D. The materials submitted in response to the RFP may be subject to disclosure under Alabama's Public Records Act. To the extent a Respondent submits any documentation

or information that it considers trade secret, proprietary or confidential information, then Respondent shall make the appropriate designation(s).

E. The City of Tuscaloosa shall not be liable for any damages, costs, or losses incurred from the disclosure of any materials to third parties, or if any RFP proposals or other materials submitted to the City are obtained by other third parties without the written consent of the Respondent at any time during the proposal evaluation process.

F. Respondent(s) shall not offer any gratuities, favors, or anything of monetary value to any individual, employee, subcontractor, consultant, or representative of the City of Tuscaloosa.

G. Respondent(s) shall not collude in any manner, or engage in any practices, with any other Respondent(s), which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.

H. All proposals submitted must be the original work product of the Respondent. The copying or paraphrasing of the work product of another Respondent is not permitted.

I. The RFP and the related responses of the Selected Respondent may by reference become part of the formal agreement(s) between the Selected Respondent and the City of Tuscaloosa. In the event an agreement cannot be reached with the Selected Respondent, the City of Tuscaloosa reserves the right to select an alternative Respondent. The City of Tuscaloosa reserves the right to negotiate with the selected and/or alternative Respondent(s) the exact terms and conditions of the contracts.

J. Respondent, its authorized representatives, and its agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a proposal is submitted to the City of Tuscaloosa.

3. PROPOSAL FORMAT AND REQUIRED CONTENT

3.1 Certification of Proposal

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the noncompliant proposal. Submission of a proposal in response to this RFP constitutes acceptance of all requirements outlined in the RFP.

Respondent shall include with its Proposal a signed copy of the Certification form attached as Exhibit A, which shall certify that (1) the Respondent has received and reviewed all information in this Request for Proposals, any Addenda thereto, and any other information posted on the City's RFP website at, <http://www.tuscaloosa.com/e-services/bids>; and (2) that the Proposal is authorized and accurate on behalf of Respondent.

3.2 Required Content for Proposals

3.2.1. Cover Letter of Introduction and Executive Summary

Respondent must submit a letter of introduction and an executive summary of the Proposal. The letter of introduction must be authored by a person authorized by Respondent to obligate the Respondent and Respondent's Team to make the commitments contained in the Proposal. Submission of the letter will constitute a representation by the Respondent and Respondent's Team that they are willing and able to perform the commitments contained in the proposal.

The Executive Summary will explain Respondent's understanding of the City of Tuscaloosa's intent and objectives and how Respondent's Proposal would achieve those objectives, especially those objectives outlined in Section 1.2 of this RFP. The summary must discuss Respondent's plan for implementing and monitoring the Services; approach to project management; strategies, tools and safeguards for ensuring performance of all required Services; equipment, software and firmware considerations; training and ongoing support; and any additional factors for the City of Tuscaloosa consideration. The Executive Summary also should provide the following information:

- A. Indicate the number of years the Respondent has been in business, and provide an overview of the experience and background of the entity and the key personnel committed to this project.
- B. Identify the legal name of the Respondent, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), and its federal tax identification number.

- C. Indicate the name and telephone number(s) of the principal contact for oral presentation, or negotiations.
- D. Identify all participants in Respondent's "Team." For example if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately. If Respondent has a prime contractor / subcontractor relationship with any third party, then information regarding the role, involvement, and experience of all members of Respondent's Team shall be required for any entity that shall perform a significant portion of the work.

3.2.2. Additional Company Profile Information

In addition to the information in Section 3.2.1, Respondent shall provide the following additional information:

- A. Name, mailing address, email address, telephone number and fax number of the primary contact person for each member of Respondent's Team;
- B. A brief description of Respondent and each member of Respondent's Team, including the number of years in business, major business lines, major markets served, company history, relevant operating segments, primary vision and strategy, number of employees, office locations and any Joint Venture Partners;
- C. Respondent must furnish a resolution or some other form of authority, which lists the specific officers who are authorized to execute agreements on behalf of the Respondent and the members of Respondent's Team;
- D. Respondent shall provide financial details demonstrating its financial capacity to undertake and complete the project as proposed, which will include;
 - (1) A current audited statement of financial condition and financial statements for the two (2) prior years prepared by an independent certified public accountant and a non-audited statement for the most recent quarter end with a comparable statement for the prior year. Respondents that are comprised of more than one entity must include financial statements for each entity. Financial statements should include all of the following;
 - i. Income statements.
 - ii. Balance sheets.

- iii. Statement of Cash Flows and/or statements of change in financial position.
 - iv. Appropriate footnotes to above statements and all related schedules, including debt terms and schedules, and contingent liabilities.
 - (2) A list of other business pursuits of similar size and scope to this RFP in which Respondent or the members of Respondent's Team have been involved;
 - (3) A statement disclosing any state or federal bankruptcy or insolvency proceeding that Respondent, or any member of Respondent's Team, has filed or with which Respondent or any member of Respondent's Team has been involved;
 - (4) Electronic copies or Internet links to the most recent Form 10K filed by the Respondent, or any member of Respondent's Team, with the U.S. Securities and Exchange Commission, if applicable;
 - (5) Electronic copies or Internet links to all Form 8Ks filed by Respondent, or any member of Respondent's Team, since the filing of the most recent 10K, if applicable.
- E. Respondent and Respondent's Team shall demonstrate an ability to remain economically viable for a minimum of 10 years and provide a detailed investment strategy to upgrade and maintain the Alberta Digital District over time to provide high quality service based on future needs of individuals, businesses and organizations.
- F. Respondent shall provide suitable references (preferably at least 3, and preferably from municipalities) relating to other contracts of similar scope and magnitude as described in this RFP performed by the Respondent and/or Respondent's Team, including client, reference and telephone numbers, staff members who worked on each project, budget, schedule and project summary. Descriptions should be limited to one page for each project and use the reference form attached as Exhibit B. If Joint Venture Partners are proposed, provide references for each. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:
- (1) Customer name, address, contact person name, email address, and telephone number.

- (2) Description of services and how they are similar to the services outlined in this RFP.
 - (3) Nature and extent of Respondent's involvement as the prime contractor.
 - (4) Identify services, if any, subcontracted, and to what other company.
 - (5) Total dollar value of the contract.
- G. Provide a chronological history of all mergers and/or acquisitions involving Respondent and Respondent's Team members, including all present and former subsidiaries or divisions and any material restructuring activities, or any bankruptcy or insolvency proceedings, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.
- H. Respondent also should provide the following additional information:
- (1) Describe any strategic changes that Respondent or any members of Respondent's Team have undertaken in recent years, such as businesses acquired or divested, reorganizations, etc.
 - (2) Describe your ownership structure. Identify your board of directors, indicating "inside" and "outside" members.
 - (3) Indicate whether any conflicts of interest would arise if Respondent or any members of Respondent's Team entered into any contracts or agreements with the City of Tuscaloosa;
- I. Respondent must provide a summary of the professional qualifications and experience of key personnel who will be dedicated to the services described in this RFP. For each person identified, describe the following information:
- Title and reporting responsibility
 - Proposed role in this project, including the functions and tasks for which they will have prime responsibility, including any areas of secondary responsibility, if appropriate
 - Pertinent areas of expertise and past experience
 - Base location (local facility, as applicable)

- Resumes or corporate personnel profiles which describe their overall experience and expertise.
- J. In addition to the foregoing, the City may solicit relevant information concerning Respondent's record of past performance from previous clients.

3.2.3. Solution Description

Each Respondent should provide information on your proposed solution to address the following:

- A. A description of the solution that is being proposed to meet the requirements stated in Section 4. Respondent will enumerate its responses according to the outline in this Section.
- B. A description of the Respondent's financing strategy for the project, including an explanation, if necessary, about how the financing proposal complies with Alabama law.
- C. As long as the aforementioned solution requirements are met, Respondents may propose an alternative or secondary solutions for consideration.

3.2.4. Deployment Plan

Respondent will provide a deployment plan with high-level tasks for deployment over a proposed period of time. Respondent will also describe the project management methodology that will be used to execute on the deployment plan.

Respondent must include a comprehensive and detailed description of the process by which it will provide the Services as described in this RFP. The Respondent will provide a detailed marketing and customer acquisition model as well as the service and support model planned for customers.

A. Project Timeline

All responses should reference the anticipated timeline for this project. As previously discussed, it is the City's expectation that Carrier Grade Wi-Fi coverage for all of the Alberta Digital shall be operational within one year from the effective date of any contract that may be negotiated with a successful Respondent. Moreover, all portions of the fiber optic network required to support the fixed wireless base stations that feed the Wi-Fi infrastructure, all connections to the Internet, and all management and support relating thereto, should be operational within one year. Respondents may provide alternative timelines to accomplish the Key Milestones in a faster time period.

B. Organizational Chart

All responses should include an organizational chart, which clearly illustrates the relationship of all entities (joint venture partners, subcontractors, etc.) who may be involved in any of the proposed Services and key personnel involved. The responses should include the following information:

- (1) A chart, which identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated.
- (2) The specific role of each of the firms in a team or joint venture for each task or work activity described.

3.2.5. Dedicated Resources

Each proposal shall provide the following information:

- (1) Describe facilities, equipment, personnel, communication technologies, customer support services and other resources available for implementing any proposed Services.
- (2) Provide an assessment of staffing requirements for each major activity area by job title and function. The assessment should include fulltime equivalents for professional staff and supervisors committed to the Alberta Digital District.
- (3) Submit resumes for key personnel that will be committed to this engagement. Correlate personnel to the tasks they will be performing during implementation/transition and ongoing operations. Along with each resume, Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. For each proposed key personnel, describe previous related experience and provide references, including: name, address, and telephone number of contact person, and brief description of work history.

3.2.6. Payment and Performance Bond

As part of any agreement(s) negotiated with the City of Tuscaloosa Respondent shall be required to provide a payment and performance bond of \$3 million for a term of 5 years.

3.2.7. Insurance

As part of any agreement negotiated with the City, Respondent shall be required to procure and maintain general liability insurance in the minimum amount of \$1 Million/\$3 Million covering all of its activities in connection with this project, and shall furnish the City of Tuscaloosa the policies and certificates evidencing such coverage, along with evidence of insurance for workers compensation and employer liability, automobile liability, and professional liability.

Commercial and general liability insurance shall be written on an occurrence coverage basis and shall include without limitation, bodily injury, personal injury, and advertising injury, property damage, broad form property damage and broad form contractual liability arising from or relating to this Agreement, coverage as respect to independent contractors, operating mobile equipment, products and completed operations, explosion, collapse and underground hazards.

The City of Tuscaloosa shall be included as an additional insured on all policies of insurance obtained by Respondent and all policies obtained by Respondent, shall provide primary coverage for any claims and/or losses for which the City of Tuscaloosa could be liable as an additional insured. All policies of insurance obtained, excluding workers' compensation and professional liability, shall contain a waiver of subrogation.

Automobile liability insurance shall cover all owned, non-owned, and hired automobiles obtained by Respondent and any and all of its subcontractors and consultants. Workers' compensation insurance shall be entered into in accordance with at least, state minimum requirements.

If work is performed by Respondent and it includes activities that could result in or give rise to a contamination, pollution, incident or release of hazardous materials, then Respondent shall purchase and maintain in force, or cause to be purchased and maintained in force, insurance covering loss and liability arising out of or relating to such work. Such contractors' pollution liability insurance shall cover and include claims alleging bodily injury, property damage or clean-up which will include investigation, response, removal, remediation and neutralization of the pollution condition for both on and off site claims with any other location to which hazardous materials were transported from the worksite with limits not less than \$3 Million per occurrence and shall either be renewed annually for a period of not less than two (2) years following the final completion of construction or include an extended reporting period endorsement or clause providing not less than two (2) years within which a claim may be made under the policy respecting performance of the work by Respondent following construction.

Professional liability insurance shall be provided by Respondent to cover liability and damages arising out of or resulting from professional services rendered such as design and engineering services, pursuant to this RFP with limits of liability not less than \$1 Million/\$3 Million. Professional liability insurance may be written on a claims-made basis provided such policies shall either: (1) be renewed annually for a period not fewer than two (2) years following completion of construction with substantially the same terms and conditions or (2) include an

extended reporting period endorsement or clause providing not less than two (2) years within which a claim may be made under the policy respecting the performance of work.

The limits of insurance set forth above are annual limits of insurance. In the event of an occurrence, event or claim that may reasonably exceed \$400,000 or be expected to exceed to \$400,000 or which may materially reduce the aggregate amount of insurance coverage available pursuant to this RFP, then upon demand of the City of Tuscaloosa, Respondent shall be required to promptly obtain replacement or additional insurance for the eroded aggregate limit and provide the City of Tuscaloosa with evidence thereof.

Prior to entering into any contract(s), Respondent shall be required to produce evidence of insurance to the City of Tuscaloosa. All policies of insurance must be endorsed to contain a provision giving the City of Tuscaloosa thirty (30) days prior written notice of any cancellation or non-renewal of that policy or material change in coverage. Should a notice of cancelation be issued for non-payment of premiums or any part thereof, or should Respondent fail to provide sufficient proof of insurance coverage, the City of Tuscaloosa shall have the right to but not the obligation to pay such premium to the insurance company or to obtain such coverage and to deduct such payment from any sums that may be due or come to be due to Respondent or to seek reimbursement for said payments from Respondent.

All insurance to be purchased and maintained by Respondent shall be placed and maintained with insurance companies rated currently and for at least the previous two (2) years equal to or better than AM BEST's rating of A- and be licensed to do business in the State of Alabama.

In addition to the waivers of subrogation set forth above, Respondent shall be responsible for obtaining similar waivers of subrogation from any and all subcontractors and consultants performing work on the project.

3.2.8. Indemnification

Each party shall generally be responsible for its own acts and will be responsible for all damages, costs, fees and expenses, including attorney's fees and costs, which arise out of the performance of any agreement and which are due to that party's own negligence, carelessness, unskillfulness and other unlawful conduct and/or the negligence, carelessness or unskillfulness or other unlawful conduct of its respective officers, agents and/or employees acting in their official capacities. Provided; however, Respondent shall defend, indemnify and hold the City, its officers, agents and employees, free and harmless from and against any claims, demands, actions, damages, expenses, fees, liabilities and/or attorney's fees arising out of, by virtue of or associated with any claims, demands or actions brought by subconsultants or third parties which are related in any way or associated with the negligence, tortious acts or unlawful conduct of Respondent or its respective agents, officers and employees in the performance of this Agreement.

3.2.9. Bankruptcy, Liquidation, or Receivership

In any agreement that may be negotiated with the City of Tuscaloosa the Respondent shall be required to acknowledge that in the event of a bankruptcy proceeding, liquidation or appointment of Receiver, the City of Tuscaloosa shall have the right to immediately terminate the contract, take possession of all equipment and materials necessary to continue services and the City of Tuscaloosa shall not be subject to the rights of any Bankruptcy Trustee, Liquidator or Receiver to assume continuing responsibility for performance of the contract.

4. SYSTEM REQUIREMENTS

This section details requirements for the Alberta Digital District.

4.1. Proposed Organization & Business Agreement

The Respondent shall describe in detail all parties (by name) involved in the proposed solution and present this information with a narrative and organization chart illustrating all relationships, roles, responsibilities and key contacts.

4.2. City of Tuscaloosa Contributions

The City of Tuscaloosa will work with the successful Respondent to obtain access to the information and infrastructure which is owned by the City and which may be beneficial to the deployment of the Alberta Digital District. These will be provided to the extent they are available and are needed for deployment.

4.2.1. City-Owned Right of Way

Subject to existing rights-of way and easements, the City of Tuscaloosa will allow Respondent to have access to necessary rights-of-way on property owned by the City of Tuscaloosa and property for which it has an easement. This access includes permission to perform construction work on City of Tuscaloosa property, including construction in the streets as needed for the Alberta Digital District, subject to the City's approval of the design and construction plan and proposed timetable. The City of Tuscaloosa will work with the successful Respondent to expedite the permitting process, but Respondent must follow all codified ordinances relating to the use of the City's right-of-way and follow City of Tuscaloosa construction standards.

Respondent shall be responsible for obtaining any additional easements or other customer agreements that may be necessary to extend the fiber optic network from the City's right-of-way to the home or business of each customer. In this regard, the City shall have authority to review and approve the terms of all easements and customer agreements, and if desired, shall be a party or third-party beneficiary of such easements and customer agreements.

4.2.2. City of Tuscaloosa Facilities Space and Power

The City of Tuscaloosa may make additional space available to Respondent in City of Tuscaloosa facilities for the installation of central office equipment and for additional network facilities.

The City of Tuscaloosa has rack space available in the Gateway Innovation and Discovery Center located at 2614 University Boulevard East, Tuscaloosa, AL 35404.

The City of Tuscaloosa may provide electrical power necessary for Respondent's equipment at locations owned by the City and where such provision is possible.

4.3 Fiber

The fiber optic network implemented by the successful Respondent shall be sufficient to provide services to residents and businesses within the Alberta Digital District with access to at least 1 gigabit symmetrical Internet service as well as access to other services the Respondent may choose to make available to premises within the District.

Respondents are encouraged to offer additional services such as TV, telephone or other services in addition to the required Internet service outlined above.

4.4 Wireless Infrastructure Requirements

The successful Respondent shall design and implement a wireless network which fully covers the boundary of the Alberta Digital District and which provides open, publicly available access to the Internet. The wireless infrastructure shall include the following minimum requirements:

1. Coverage within the boundaries of the Alberta Digital District up to the building face of any structure within the District.
2. Clients shall be able to receive signal from more than one access point at any time.
3. Wireless network shall be comprised of dual-band 802.11ac outdoor access points.

Respondents are encouraged to provide estimates on coverage strength within the outdoor area of the Alberta Digital District and to what extent coverage may be available within structures; however, it is understood that construction materials may impact indoor signal strength and that this is not a specific requirement.

4.5 City of Tuscaloosa Security Cameras

Respondent shall allow for installation of security cameras owned, operated and maintained by the City of Tuscaloosa. The Respondents infrastructure shall be configured in such a way as to provide network connectivity for said cameras and shall provide the required network configuration to pass this data to the City of Tuscaloosa's data network in a secure fashion.

Cameras will be provided by the City of Tuscaloosa and installation will be performed by City staff at agreed upon locations within the Alberta Digital District.

4.6 Operations and Maintenance

A successful Respondent shall be responsible for all capacity planning, customer service, billing, network operations, installation, maintenance, and emergency response operations of the fiber optic and Wi-Fi network. Respondent's Proposal should be based on providing these broadband services for a term of at least ten (10) years.

The Respondent shall describe its plan for network operations to ensure the system is available to the users at all times. This shall include both the initial configuration and the maintenance of all the systems during the prescribed operational period defined above.

Respondent shall maintain the wireless and fiber optic network in full operations and in good repair for a period of at least ten (10) years.

The Respondent shall submit its maintenance plan to the City for approval and provide monthly updates of work performed.

4.7 Privacy

Respondent shall describe its plan for protecting the privacy of the customer and how it will communicate its policy to the user and gain their acceptance.

4.8 Marketing

Respondent shall describe its marketing plans for services to be offered within the Alberta Digital District.

Respondents are also encouraged to consider expansion of these services into other areas of Tuscaloosa and to provide any relevant information on the extent of those interests and how they might be pursued.

Exhibit B – Company References

Respondent / Team Member Company Profile Information:

Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.

- (1) Legal Name of Firm:
- (2) Doing Business under Other Company Name? If yes, Name of Company:
- (3) Headquarters Address, City, State, Zip Code:
- (4) Website Address:
- (5) Proposed Role:
 Primary Contractor Subcontractor/Sub-consultant
 Joint Venture Partner Supplier
 Other (please describe: _____)
- (6) Number of Years in Business:
- (7) Total Number of Employees:
- (8) Total Annual Revenues separated by last 3 fiscal years:
- (9) Major Services Offered as Prime Contractor:
- (10) Subcontracted Services:
- (11) Briefly describe your firm’s strategy and approach to providing services for a client:
- (12) Briefly describe your firm’s experience in providing Fiber Optic Services to communities: